

Town of Lawrence
Town Board Meeting
Town Hall 2400 Shady Court, De Pere WI 54115
Monday, May 8, 2023
Regular Meeting at 6:30 P.M.

Discussion and Action on the following:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approve Agenda
5. Public comments upon matters not on agenda or other announcements
6. Consider minutes of April 24, 2023, Town Board Meeting
7. Consideration of payment of due invoices
8. Oath/Swearing in of Lawrence Assistant Fire Chief Bryan Vander Bloomen
9. Hobart-Lawrence Police Department Commendation Presentation
10. Lawrence Fire Department Citizen Commendation Presentation – Mr. Travis Steffin
11. Consideration of Brown County Intergovernmental 2023-2024 Property Tax Agreement; Tax Bill Preparation, Mailing, and Collection Services
12. Consideration of Development Agreement - ROC Building Solutions, LLC – Parcel L-161-1, Nutmeg Dr Project – Derouin Estates
13. Consideration of Resolution 2023-005 Authorizing the Sale of Land to ROC Building Solutions, LLC – Parcel L-161-1, Approximately 5.779 acres, for the development of Derouin Estates Subdivision
14. Consideration of Special Assessment Agreement - Colin & Lindsay Wagner – Parcel L-161-1-1, Nutmeg Dr Project
15. Consideration of Resolution 2023-006 Financing of Nutmeg Drive Street & Utility Construction
16. Consideration of Ordinance 2023-002 to Amend Section 26-2 - Municipal Court Judge
17. Consideration to Apply for Simplified Water Rate Case – Public Service Commission
18. Consideration of Robinson Request to Waive Right of First Refusal – Parcel L-651 – YellowBriar Dr
19. Discussion - Upcoming Consideration to Implement Town Room Tax/Short Term Rental Ordinance
20. Administrator/Staff Reports
21. Future Agenda Items
22. **Closed Session** Pursuant to Ch. 19.85(1)(e) Deliberation or negotiation for the purchase of public properties, the investment of public funds, or the conduct of other specific public business, whenever competitive or bargaining reasons require a closed session (*re: TID #1 & #2 Development*)
23. Return to Regular Open Session for possible action pursuant to Ch. 19.85 (2) of Wisconsin Stats
24. Adjourn

Patrick Wetzel for Dr. Lanny J. Tibaldo

Posted at the following on May 5, 2023:

- *Town Hall, 2400 Shady Ct*
- *Posted to the Town Website*
- *Notice to News Media*

NOTE: Any person wishing to attend this meeting who, because of disability requires special accommodations, should contact Town Clerk-Treasurer Cindy Kocken, at 920-347-3719 at least 2 business days in advance so that arrangements can be made.

Report Criteria:

Detail report.
Invoices with totals above \$.00 included.
Paid and unpaid invoices included.

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|-----------------------------------|----------------|--------------------------------|--------------|-----------------------|-------------|-----------|--------|
| AIT Business Technologies, LLC | | | | | | | | |
| 869 | AIT Business Technologies, LLC | 41838 | IT Services | 01/31/2023 | 1,102.75 | .00 | | |
| 869 | AIT Business Technologies, LLC | 41838 | Computer for Melissa M | 01/31/2023 | 1,099.99 | .00 | | |
| 869 | AIT Business Technologies, LLC | 43978 | Microsoft Office-Anti Virus | 05/01/2023 | 393.50 | .00 | | |
| 869 | AIT Business Technologies, LLC | 43979 | Server Backup | 05/01/2023 | 199.99 | .00 | | |
| 869 | AIT Business Technologies, LLC | 43980 | IT Services | 05/01/2023 | 629.99 | .00 | | |
| 869 | AIT Business Technologies, LLC | 43981 | Telephone Service | 05/01/2023 | 150.00 | .00 | | |
| 869 | AIT Business Technologies, LLC | 43981 | Water Telephone | 05/01/2023 | 75.00 | .00 | | |
| 869 | AIT Business Technologies, LLC | 43981 | Sewer Telephone | 05/01/2023 | 75.00 | .00 | | |
| Total AIT Business Technologies, LLC: | | | | | 3,726.22 | .00 | | |
| Associated Appraisal Consultan, Inc | | | | | | | | |
| 31 | Associated Appraisal Consultan, I | 168117 | Town Assessor | 05/01/2023 | 1,796.16 | .00 | | |
| Total Associated Appraisal Consultan, Inc: | | | | | 1,796.16 | .00 | | |
| Badger Meter, Inc | | | | | | | | |
| 37 | Badger Meter, Inc | 80127013 | Cellular LTE Service Unit | 04/28/2023 | 17.46 | .00 | | |
| Total Badger Meter, Inc: | | | | | 17.46 | .00 | | |
| Badgerland Printing, Inc. | | | | | | | | |
| 38 | Badgerland Printing, Inc. | 39746 | Envelopes | 04/26/2023 | 115.00 | .00 | | |
| Total Badgerland Printing, Inc.: | | | | | 115.00 | .00 | | |
| Broadway Automotive | | | | | | | | |
| 63 | Broadway Automotive | 764836 | Truck #F7 | 04/20/2023 | 721.55 | .00 | | |
| Total Broadway Automotive: | | | | | 721.55 | .00 | | |
| Brown County Highway Department | | | | | | | | |
| 67 | Brown County Highway Departme | 331615 | Fire @ 3130 Mid Valley Dr | 04/25/2023 | 1,004.24 | .00 | | |
| Total Brown County Highway Department: | | | | | 1,004.24 | .00 | | |
| Calmes Verkuilen Construction | | | | | | | | |
| 517 | Calmes Verkuilen Construction | 22-09-0024 | Contractor Deposit Refund-2849 | 04/25/2023 | 1,000.00 | .00 | | |
| Total Calmes Verkuilen Construction: | | | | | 1,000.00 | .00 | | |
| City of De Pere | | | | | | | | |
| 99 | City of De Pere | 041523 | 2nd Qtr Emergency Services | 04/25/2023 | 24,026.21 | .00 | | |
| Total City of De Pere: | | | | | 24,026.21 | .00 | | |
| Clean Water Testing LLC | | | | | | | | |
| 102 | Clean Water Testing LLC | 9007331308 | Water Testing | 04/14/2023 | 48.00 | .00 | | |
| 102 | Clean Water Testing LLC | 9007370406 | Water Testing | 04/24/2023 | 32.00 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|---------------------------------|----------------|----------------------------|--------------|-----------------------|-------------|-----------|--------|
| Total Clean Water Testing LLC: | | | | | 80.00 | .00 | | |
| Clifton Larson Allen LLP | | | | | | | | |
| 887 | Clifton Larson Allen LLP | 3656096 | Auditing | 04/21/2023 | 4,147.50 | .00 | | |
| 887 | Clifton Larson Allen LLP | 3656096 | Auditing | 04/21/2023 | 2,073.75 | .00 | | |
| 887 | Clifton Larson Allen LLP | 3656096 | Auditing | 04/21/2023 | 2,073.75 | .00 | | |
| Total Clifton Larson Allen LLP: | | | | | 8,295.00 | .00 | | |
| Core & Main LP | | | | | | | | |
| 200 | Core & Main LP | S723441 | Valve Box Riser | 04/21/2023 | 91.00 | .00 | | |
| Total Core & Main LP: | | | | | 91.00 | .00 | | |
| Country Visions Cooperative | | | | | | | | |
| 106 | Country Visions Cooperative | 191714 | Fuel- Public Works | 04/25/2023 | 667.55 | .00 | | |
| 106 | Country Visions Cooperative | 812 | Grass Seed | 04/24/2023 | 250.00 | .00 | | |
| 106 | Country Visions Cooperative | 812 | Park Supplies | 04/24/2023 | 250.00 | .00 | | |
| Total Country Visions Cooperative: | | | | | 1,167.55 | .00 | | |
| Custom Fire Apparatus Inc. | | | | | | | | |
| 502 | Custom Fire Apparatus Inc. | 0022192-IN | F-4 Fire Truck Repairs | 02/08/2023 | 247.75 | .00 | | |
| Total Custom Fire Apparatus Inc.: | | | | | 247.75 | .00 | | |
| Diggers Hotline | | | | | | | | |
| 125 | Diggers Hotline | 230-4-19551 | WF-Locate Service | 04/30/2023 | 158.34 | .00 | | |
| 125 | Diggers Hotline | 230-4-19551 | SF-Locate Service | 04/30/2023 | 158.34 | .00 | | |
| Total Diggers Hotline: | | | | | 316.68 | .00 | | |
| Fameree Consulting & Inspection | | | | | | | | |
| 154 | Fameree Consulting & Inspection | 1021 | Electrical Inspection | 04/19/2023 | 228.45 | .00 | | |
| Total Fameree Consulting & Inspection: | | | | | 228.45 | .00 | | |
| GFL Solid Waste Midwest, LLC | | | | | | | | |
| 1015 | GFL Solid Waste Midwest, LLC | U60000143716 | Trash Pick Up | 04/20/2023 | 13,766.59 | .00 | | |
| 1015 | GFL Solid Waste Midwest, LLC | U60000143716 | Recycling Pick Up | 04/20/2023 | 7,685.92 | .00 | | |
| Total GFL Solid Waste Midwest, LLC: | | | | | 21,452.51 | .00 | | |
| Jenquine, Deb | | | | | | | | |
| 1127 | Jenquine, Deb | 042923 | Mail Box Repair | 04/29/2023 | 50.00 | .00 | | |
| Total Jenquine, Deb: | | | | | 50.00 | .00 | | |
| Jim's Golf Cars, Inc. | | | | | | | | |
| 232 | Jim's Golf Cars, Inc. | 709 | Bobcat UTV Maintenance | 04/24/2023 | 77.67 | .00 | | |
| Total Jim's Golf Cars, Inc.: | | | | | 77.67 | .00 | | |
| Kocken Bros Trucking & Excavating | | | | | | | | |
| 253 | Kocken Bros Trucking & Excavati | 043023-1 | Park Maintnenace | 04/30/2023 | 59.23 | .00 | | |
| 253 | Kocken Bros Trucking & Excavati | 043023-2 | Storm Sewer-Whispering Oak | 04/30/2023 | 5,159.79 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|---------------------------------|----------------|-------------------------------|--------------|-----------------------|-------------|-----------|--------|
| 253 | Kocken Bros Trucking & Excavati | 043023-3 | Storm Sewer-Skyline Oaks | 04/30/2023 | 5,808.17 | .00 | | |
| 253 | Kocken Bros Trucking & Excavati | 043023-4 | Storm Sewer-Sundown Ct | 04/30/2023 | 2,450.37 | .00 | | |
| 253 | Kocken Bros Trucking & Excavati | 043023-5 | Water Main Repair- Sable Oaks | 04/30/2023 | 316.73 | .00 | | |
| 253 | Kocken Bros Trucking & Excavati | 043023-6 | Water Main Repair- Mahogany | 04/30/2023 | 775.08 | .00 | | |
| Total Kocken Bros Trucking & Excavating: | | | | | 14,569.37 | .00 | | |
| Konop Beverages, Inc | | | | | | | | |
| 255 | Konop Beverages, Inc | 449132 | Water Town Hall | 05/01/2023 | 18.00 | .00 | | |
| 255 | Konop Beverages, Inc | 91270706 | Water Town Hall | 04/13/2023 | 40.50 | .00 | | |
| Total Konop Beverages, Inc: | | | | | 58.50 | .00 | | |
| Menards Inc | | | | | | | | |
| 286 | Menards Inc | 14655 | Fire Dept Supplies | 04/24/2023 | 94.97 | .00 | | |
| 286 | Menards Inc | 14655 | Fire Dept Maintenance | 04/24/2023 | 104.98 | .00 | | |
| 286 | Menards Inc | 14715 | Maintenance Shop | 04/26/2023 | 9.19- | .00 | | |
| 286 | Menards Inc | 14813 | Park Supplies | 04/28/2023 | 49.98 | .00 | | |
| 286 | Menards Inc | 14993 | Shop Supplies | 05/02/2023 | 47.67 | .00 | | |
| Total Menards Inc: | | | | | 288.41 | .00 | | |
| Minten, Kurt | | | | | | | | |
| 258 | Minten, Kurt | 042723 | Water Training | 04/27/2023 | 120.00 | .00 | | |
| Total Minten, Kurt: | | | | | 120.00 | .00 | | |
| Northeast Asphalt Inc. | | | | | | | | |
| 311 | Northeast Asphalt Inc. | 1856382 | 1-1/4" CABC | 04/20/2023 | 661.12 | .00 | | |
| 311 | Northeast Asphalt Inc. | 1857395 | Storm Sewer | 04/27/2023 | 1,509.49 | .00 | | |
| Total Northeast Asphalt Inc.: | | | | | 2,170.61 | .00 | | |
| NWTC | | | | | | | | |
| 316 | NWTC | SFT000012522 | Fire Dept Training | 04/15/2023 | 160.00 | .00 | | |
| Total NWTC: | | | | | 160.00 | .00 | | |
| Oshkosh Fire & Police Equipment | | | | | | | | |
| 320 | Oshkosh Fire & Police Equipment | 190569 | Fire dept 2% supplies | 04/21/2023 | 24,600.00 | .00 | | |
| Total Oshkosh Fire & Police Equipment: | | | | | 24,600.00 | .00 | | |
| PLC Water Jetting Service, Inc | | | | | | | | |
| 906 | PLC Water Jetting Service, Inc | 4819 | Sewer Jetting | 05/01/2023 | 23,664.84 | .00 | | |
| Total PLC Water Jetting Service, Inc: | | | | | 23,664.84 | .00 | | |
| Pro One Janitorial Inc | | | | | | | | |
| 342 | Pro One Janitorial Inc | 197297 | Office Cleaning | 04/20/2023 | 565.00 | .00 | | |
| Total Pro One Janitorial Inc: | | | | | 565.00 | .00 | | |
| Rhyme Business Products | | | | | | | | |
| 10 | Rhyme Business Products | 33922708 | Copier Lease Payment -GF | 04/25/2023 | 121.34 | .00 | | |
| 10 | Rhyme Business Products | 33922708 | Copier Lease Payment-WF | 04/25/2023 | 60.67 | .00 | | |
| 10 | Rhyme Business Products | 33922708 | Copier Lease Payment-SF | 04/25/2023 | 60.67 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|----------------------------------|----------------|-----------------------------------|--------------|-----------------------|-------------|-----------|--------|
| Total Rhyme Business Products: | | | | | 242.68 | .00 | | |
| Ruechel, Brian C. | | | | | | | | |
| 1012 | Ruechel, Brian C. | 043023 | Financial Consultant | 04/30/2023 | 2,173.50 | .00 | | |
| Total Ruechel, Brian C.: | | | | | 2,173.50 | .00 | | |
| Scott R. Weidner Concrete | | | | | | | | |
| 1126 | Scott R. Weidner Concrete | 1033 | Quarry Park | 04/21/2023 | 11,236.00 | .00 | | |
| Total Scott R. Weidner Concrete: | | | | | 11,236.00 | .00 | | |
| Southside Tire Co. | | | | | | | | |
| 388 | Southside Tire Co. | 10302797 | Truck #9 | 05/02/2023 | 43.95 | .00 | | |
| Total Southside Tire Co.: | | | | | 43.95 | .00 | | |
| Suburban Wildlife Solutions LLC | | | | | | | | |
| 397 | Suburban Wildlife Solutions LLC | 17101 | Trapping at Ponds | 04/26/2023 | 10,909.00 | .00 | | |
| Total Suburban Wildlife Solutions LLC: | | | | | 10,909.00 | .00 | | |
| Swinkles Trucking & Excavating Corp | | | | | | | | |
| 400 | Swinkles Trucking & Excavating C | 0055859-IN | Pulverized Top Soil - Parks | 04/12/2023 | 43.12 | .00 | | |
| 400 | Swinkles Trucking & Excavating C | 0055859-IN | Pulverized Top Soil - Snow Plowin | 04/12/2023 | 43.13 | .00 | | |
| Total Swinkles Trucking & Excavating Corp: | | | | | 86.25 | .00 | | |
| Truck Equipment Inc. | | | | | | | | |
| 429 | Truck Equipment Inc. | 1048724-00 | Truck #1 | 04/20/2023 | 606.63 | .00 | | |
| Total Truck Equipment Inc.: | | | | | 606.63 | .00 | | |
| Wil-Kil Pest Control | | | | | | | | |
| 801 | Wil-Kil Pest Control | 4614459 | Services 2400 Shady Ct | 04/13/2023 | 63.30 | .00 | | |
| Total Wil-Kil Pest Control: | | | | | 63.30 | .00 | | |
| Grand Totals: | | | | | 155,971.49 | .00 | | |

Dated: _____

Town Chairman: _____

Town Supervisor: _____

Clerk/Treasurer: _____

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--------|-------------|----------------|-------------|--------------|-----------------------|-------------|-----------|--------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

Report Criteria:

Detail report.

Invoices with totals above \$.00 included.

Paid and unpaid invoices included.



OATH OF OFFICE

STATE OF WISCONSIN
Brown County

I, Bryan Vander Bloomen, who have been appointed to the office of Assistant Fire Chief, in and for the Town of Lawrence in Brown County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Wisconsin, and will faithfully discharge the duties of Assistant Fire Chief to the best of my ability, so help me God.

Bryan Vander Bloomen (Signature)

Subscribed and sworn to before me this
8th day of May 2023

Cindy Kocken
Clerk-Treasurer



Agenda Item Review

Meeting Date: 5/8/2023

Agenda Item#: 9 & 10

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: Police & Fire Dept Commendations

FISCAL IMPACT:

1. Is there A Fiscal Impact? No
2. Is it Currently Budgeted? N/A

Item History

The Police and Fire Dept would like to make presentations of commendation to certain individuals for their service during recent incidents in the community.

Recommended Action:

Will review presentations during meeting.



Agenda Item Review

Meeting Date: May 8, 2023

Agenda Item#: 11

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Cindy Kocken, Town Clerk-Treasurer
AGENDA ITEM: **Brown County Treasurer Tax Collection/Preparation Agreement 2023-2024**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes

Summary

This is a one-year agreement and is essentially the same as 2022-2023 Intergovernmental Agreement to allow the County to prepare, mail and collect the Town's real and personal property tax bills on its behalf.

The Town would pay the same as the previous agreement, \$1.60 per parcel plus actual postage costs incurred to have the Brown County Treasurer continue with the 1st collection of property taxes.

Recommendation:

Staff recommends approving the Tax Collection Agreement to continue with the Brown County Treasurer's office preparing, mailing, and collecting property taxes on behalf of the Town of Lawrence for 2023-2024.

BROWN COUNTY INTERGOVERNMENTAL 2023-2024 PROPERTY TAX BILL AGREEMENT

TAX BILL PREPARATION, MAILING AND COLLECTION

This Agreement is entered into by and between **the County of Brown ("County")**, a body corporate as that term is used in Wis. Stat. § 59.01, and the following **Town of Lawrence ("Municipality")**. This Agreement is made pursuant to Wis. Stat. § 66.0301, which allows a Wisconsin County to enter into Intergovernmental Agreements with other Wisconsin Municipalities.

Municipality desires for County to prepare, **mail** and **collect** its **Real and Personal Property Tax Bills** on its behalf, and County desires to perform said Services, pursuant to the terms and conditions specified below.

1. The term of this Agreement is from the date the last signature on this Agreement is obtained through February of 2024.
2. Municipality's Clerk shall provide all **approved** 2023 tax rates to the Brown County Treasurer's Office by 11-30-2023.
3. County, via the Brown County Treasurer, shall prepare appropriate tax bills, specifying the first installment payment, second installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31, 2024. Tax bill preparation includes providing forms, printing, folding, sealing, and presorting the tax bills.
4. **County Treasurer shall provide First Installment Property Tax Collection Services of BOTH Real Property Taxes (including Special Charges and Special Assessments) **AND** Personal Property Taxes. The **County Treasurer shall collect Second Installment and Delinquent Real Property Taxes** per Wis. Stat. Sec. 74.11(6)(b).**
5. County, via the Brown County Treasurer, shall deposit tax collections in Municipality's specified bank account on or about 01-08-2024, 02-07-2024 and 02-13-2024. Municipality shall have full control of said bank account.
6. On or before January 16, 2024, Municipality shall settle with County for all collections received by County *prior* to January 1, 2024, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, and Municipality shall pay all taxing districts their proportionate share of levies collected per Wis. Stats. § 74.23.
7. On or before February 20, 2024, Municipality shall settle with County for all collections received by County *on or after* January 1, 2024 and *on or before* February 7, 2024, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, and Municipality shall pay all taxing districts their proportionate share of levies collected per Wis. Stats. § 74.25.
8. If changes in state law occur during the course of this Agreement which substantially affect the obligations of the County or Municipality under this Agreement, such as a change to Property Tax Preparation and/or Billing requirements, then either County or Municipality may elect to terminate this Agreement by providing the other with thirty days prior written notice on or before October 6, 2023. Any material violation of the terms and conditions of this Agreement shall be grounds for termination upon ninety days written notice.

9. County shall mail tax bills to taxpayers on behalf of Municipality, and County shall invoice Municipality for actual postage costs incurred due to mailing tax bills to taxpayers.

10. Municipality Payment to County for all services noted: **\$1.60 per Property Tax Bill prepared and mailed, plus Actual Postage Costs incurred**, to be paid by Municipality to County on or before January 31, 2024.

By signing below, the parties and the Brown County Treasurer affirm and acknowledge that they have read and understand this Agreement, that they shall be bound by the terms and conditions of this Agreement, and that they have authority to enter into this Agreement on behalf of their respective Town, Village, County or Office.

| | | |
|--|---|--|
| | | |
| Town of Lawrence | County of Brown | Brown County Treasurer's Office |
| Name of Town or Village | Name of County | Name of County Department |
| | Troy Streckenbach | Paul Zeller |
| Printed Name of Individual Signing on Behalf of Town or Village | Name of Individual Signing on Behalf of County | Name of Individual Signing on Behalf of County Department |
| | Brown County Executive | Brown County Treasurer |
| Printed Title of Individual Signing on Behalf of Town or Village | Title of Individual Signing on Behalf of County | Title of Individual Signing on Behalf of County Department |
| X | X | X |
| Signature of Individual Signing on Behalf of Town or Village | Signature of Individual Signing on Behalf of County | Signature of Individual Signing on Behalf of County Department |
| | | |
| Date Signed | Date Signed | Date Signed |
| | (920) 448-4001 | (920) 448-4074 |
| Phone Number | Phone Number | Phone Number |



Agenda Item Review

Meeting Date: 5/8/2023

Agenda Item#: 13

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzol, Town Administrator
AGENDA ITEM: **Consideration of Development Agreement – ROC Building Solutions – Parcel L-161-1**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, special assessment/cost agreement
2. Is it Currently Budgeted? Yes

Item History

As part of the Nutmeg Drive extension project, a development agreement is proposed for Derouin Estates subdivision with ROC Building Solutions, LLC.

The Town has bid out the construction work and has been requested to finance the design/construction of the subdivision as we've done for many other subdivision projects in the past. Special assessments will be placed on each lot to recoup the Town's costs, including interest/admin fees to be charged.

With special assessments for water, sewer, roads, etc., the cost is estimated to be \$39,504.74 per lot, to be recouped over the 5 lots of the new subdivision. A 6th lot owned by Colin/Lindsay Wagner, and adjacent to the proposed new subdivision, will also be special assessed pursuant to a special assessment agreement to be considered at this meeting.

As the Town currently owns Parcel L-161-1, a sale of this property to the developer is part of the terms of the development agreement.

Electric and Natural gas have been applied for to WPS in order to gather estimated costs. It is likely that it would make sense for the Town to contract for this installation and include costs in the assessment formula for these lots and the Wagner lot, in addition to the Town infrastructure project costs.

The infrastructure project will be constructed this spring and summer, with the first homes scheduled to start construction in or around August of this year in this subdivision.

Recommended Action:

Recommend approval of development agreement with ROC Building Solutions LLC for Derouin Estates Subdivision.

Development Agreement

This Development Agreement is made this ____ day of April, 2023, between ROC Building Solutions, LLC ("Developer") and the TOWN OF LAWRENCE, a municipal government of the State of Wisconsin, located in Brown County (the "Town").

RECITALS

A. Developer intends to purchase Parcel L-161-1 from the Town, approximately 5.779 acres, located in the Town, described in Exhibit "A" attached hereto, to be known as Derouin Estates subdivision (the "Property"). The purchase price is tentatively agreed to be \$30,000 per acre. If the preliminary plat for the Property has been approved, a copy of the preliminary plat shall be attached as Exhibit A, which shall serve to satisfy the requirement for a description of the Property.

B. Developer desires to subdivide and develop the Property for purposes of including single family residential dwellings according to the layout that has been approved by the Town (the "Project").

C. The Property is presently zoned or is planned to be zoned as R-1 Residential District, which permits the above development.

D. The Town's Chapter 267 Subdivision of Land Ordinance and the Town's Standard Specification Manual govern the development of the Property.

E. Developer has requested the Town provide financing for and construct the Improvements and perform the other tasks relating to the construction of the Improvements as described on the attached Exhibit B (the "Work").

F. The Town is willing to do the Work as requested according to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Section 1. Incorporation of Proceedings, Exhibits, and Recitals.

All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the Town with respect to the Project, including but not limited to all adopted or approved plans or specifications on file with the Town, along with all of the Recitals set forth above, shall be incorporated into this Agreement and upon attachment and consent by amendment if necessary or not attached at the time of execution of this Agreement.

Section II. Plat.

If the preliminary plat has not been approved as of the date of this Agreement, then, no later than 30 days from the date of this Agreement, the Developer shall present a preliminary plat to the Town for approval by the Planning & Zoning committee and Town Board. After the preliminary plat has been approved, the Developer shall submit to the Planning & Zoning committee and Town Board the final plat for approval no later than two years after the preliminary plat has been

approved or such earlier time as the Town may direct. The Planning & Zoning committee and Town Board may approve, deny or condition approval on changes to the preliminary and final plats. Without limitation, the final plat shall contain or be subject to restrictive covenants satisfactory to the Town and for the benefit of and enforceable by the Town.

Section III. Plans and Specifications/Permits.

The Town has engaged an engineer to produce engineering drawings of various types and plans and specifications for the location and construction of the Improvements (the “Plans and Specifications”), the cost of which is included in the Cost of Work. The Town shall procure all permits and licenses and pay all charges and fees and give notices as it deems necessary and incident to the lawful prosecution of the Work. The Plans are those plans dated March 14, 2023, prepared by McMahon Engineers/Architects and identified as Project No. MCM #L0017-09-22-00688. The specifications are the Town’s Standard Specifications for sanitary sewer, water main, storm sewer and street construction.

Section IV. The Work.

A. The Improvements. The Town shall cause to be designed and installed or cause to be installed the improvements described on the attached Exhibit B (the “Improvements”) all of which will be in accordance with the Town’s Standard Specifications Manual for sanitary sewer, water main, storm sewer and street construction. Phase I of the construction of the Improvements shall include all of the Improvements except the final layer of asphalt on the roads and streets. Phase II shall include the installation of the final layer of asphalt on the roads and streets. Unless sooner terminated because of an Event of Default by Developer, adverse weather conditions or a Force Majeure Event, Phase I may commence any day after the day the preliminary plat has been approved and this Agreement has been duly executed and delivered by all parties hereto, and shall terminate on the earlier of the date the Improvements, other than the installation of the final layer of the asphalt on the roads and streets, are completed and accepted by the Town; and Phase II shall commence at the Town’s discretion a reasonable amount of time after Phase I is completed.

B. Miscellaneous Services. In addition to the Improvements, the Town shall cause to be performed or shall perform the tasks in relation to construction of the Improvements as set forth on the attached Exhibit B (the “Miscellaneous Services”).

C. Standards and Procedures for the Work. The Town shall hire contractors to perform the Improvements as well as other professionals and independent contractors in relation to the Work to be done in constructing the Improvements. Every contractor hired by the Town shall be licensed and qualified to perform that part of the Work assigned to it. Before any such contractor is allowed to perform any such work, the contractor shall comply with the insurance requirements set forth in Section IX below. All such contractors shall use materials and perform the Work in accordance with the Plans and Specifications, including those standard specifications adopted by the Town Board or its commissions and published prior to the date of this Agreement.

D. Security for Performance of Work by Contractors. The Town may require security for performance of the Work by its hired contractors in the form of a performance bond. If the Town will require such a bond, it will notify Developer, but, in any case, the cost of the performance bond shall be the responsibility of Developer as part of the Cost of Work.

E. Lien Waivers/Claims. At its discretion, the Town shall obtain partial and full lien waivers, as appropriate, from contractors that provide labor or materials or services for which a lien may be asserted; provided, however, the Town may withhold payment of any charge for labor or

materials relating to the Work and any lien filed in relation to the same, to the extent such charges are subject to a good faith dispute and the Town diligently defends and makes a good faith effort to resolve such disputes.

Section V. Dedication.

Subject to all of the other provisions of this Agreement and the exhibits attached to this Agreement, without charge to the Town, promptly after the completion of Phase II, the Developer shall unconditionally grant, convey and fully dedicate the Improvements to the Town, its successors and assigns, forever, free and clear of all encumbrances whatsoever, including without limitation because of enumeration, all buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habiliments that may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access, maintenance and repair thereto. After such dedication, the Town shall have the right to connect or integrate other sewer or water facilities provided hereunder as the Town decides, with no payment or award to, or consent required of, the Developer. Dedication shall not constitute acceptance of any improvement by the Town. All improvements will be accepted by the Town by separate resolution at such time the Improvements are in acceptable form according to Town specifications.

Section VI. Total Costs.

A. Cost of Work. The cost of the Work (the “Cost of Work”) as estimated by the Town is set forth on the attached Exhibit C and includes the costs of the Improvement and the costs of the Miscellaneous Services as set forth therein. The actual Cost of Work shall be determined only upon completion of the Work. The Town shall advise Developer of all change orders within a reasonable time after the same have been entered into; provided, however, that the Town shall notify Developer before the Town agrees to any change order that would have the effect by itself or in combination with prior change orders that have not been previously approved by the Town, of increasing the Cost of Work by 5.0% of the then approved total Cost of Work. All change orders shall be in writing and signed by the contractor that requesting the change order. In any case, Developer is responsible to pay the costs of all change orders.

B. Financing and Administrative Costs. In addition to the Cost of Work set forth in Section VI.A. above, Developer shall pay the costs incurred by the Town to finance the Town’s payment of the Cost of Work (the “Financing Costs”), plus an administrative fee of 0.5% added to the interest rate for the amount financed to pay the Cost of Work (the “Administrative Costs”), which shall be payable in the same manner as payment for the Work.

C. Collection Costs. In addition to the Cost of Work, Developer shall also pay all monetary advances, costs, and expenses associated with the Assessments, plus all costs and reasonable attorney’s fees associated with enforcement of this Agreement, whether the same are incurred before, during or after the commencement of legal proceedings or entry of judgment (“Collection Costs”).

D. Third-Party Litigation Costs. In addition to the Cost of Work, Developer shall pay all costs, including actual attorney fees, incurred by the Town in defending against lien claims, contractor disputes or any other dispute involving or claimed to arise in relation to the Work (“Third-Party Litigation Costs”), but only to the extent such disputes do not result in a court decision that is more favorable to the lien claimant than to the Town. All Third-Party Litigation Costs pertaining to disputes that are paid in settlement before a formal, legal determination of liability shall be the responsibility of Developer.

E. Total Costs. The Third-Party Litigation Costs, Cost of Work, Financing Costs, Administrative Costs and Collection Costs are together referred to in this Agreement as the “Total Costs.”

Section VII. Assessments.

A. Special Assessments. When the Improvements have been completed, the Town, in its sole discretion, may levy special assessments against all of the lots within the Property (“Assessments,” and each, an “Assessment”). The Assessment may include the Total Costs or any part thereof, prorated against each lot within the Property according to the Town’s method of assessment. Assessments may be amended to increase or reduce the amount of the Assessments. No failure to levy an Assessment shall constitute a waiver of the Town’s right, upon and as a condition of the transfer of a lot, to be paid the amount of the Assessment and to refuse to cooperate in regard to the transfer of a lot until the Town has received adequate assurance of payment of the Assessment. As used in this Agreement, “Assessments” also refers to the amount the Town could assess against lots within the Property, notwithstanding the fact an assessment has not be levied, and “payment of an Assessment” refers to payment of such sum even though no assessment has been levied. The methodology for assessment is included on Exhibit C.

B. Special Assessment Letters. The Town may include in any letter requesting the status of real estate taxes and special assessments reference to this Agreement, the obligation of Developer to pay the Assessment for the lot(s) in question at closing, and, if an Assessment has not then been levied against the lot(s) in question, the right of the Town to levy an Assessment after closing if the Town is not paid in full according to this Agreement.

C. Release of the Lots From Assessments. Upon full payment of an Assessment the Town shall release the lien of the Assessment against the lot.

D. Waiver of Statutory Proceedings. Developer waives any right Developer may have under state or local laws to notice, hearings, and other procedures as prerequisites to imposition of the Assessments and/or special charges for the Improvements benefiting the Property.

E. Acknowledgement of Special Benefits. Developer acknowledges the Property has been specially benefited by the Public Improvements in all respects necessary under Wisconsin law to justify the imposition and allocation of the Assessments.

F. Acknowledgement of Reasonable Basis for Assessment and Charges. The method of determining the assessment allocation is reasonable for purposes of imposing special assessments and charges, and shall not be challenged by Developer.

G. Deferral of Assessments. Payment of the assessments shall be deferred up to five (5) years from substantial completion of the improvements, together with interest at the rate of 5% (or, if different, the rate at which the Town has borrowed necessary funds through the State of Wisconsin Board of Commissioners of Public Lands – State Trust Fund loan) on the unpaid assessment balance at the time the deferral period ends as provided below. Interest shall commence accruing at such time the Improvements are determined to be substantially complete. The Town will provide notice to Developer of the substantial completion date.

Payment of deferments shall cease and the amount assessed, plus any interest, shall be due and payable upon the happening of any of the following, whichever comes first:

1. Upon transfer of ownership of the parcel against which such assessment is levied. Individual parcels transferred after the construction contract for the public improvements is awarded by Town and prior to a final determination of the total assessment costs,

shall have the assessment amount determined based upon the construction costs of the awarded contract as outlined in Exhibit C.

2. Upon payment by Developer of the outstanding balance of the costs of the Public Improvements.
3. Upon the expiration of five (5) years from the date of substantial completion of the Public Improvements.
4. There shall be no prepayment penalty for paying all costs of the Public Improvements before the end of the five (5) year deferral period.

H. Waiver of Appeals and Challenges. Developer waives all right or recourse Developer may have pursuant to Wis. Stat. § 66.0701, § 66.0703, § 66.0207 or relevant Town ordinances, to appeal or otherwise challenge the propriety, procedure, methodology, or amount of the Assessments and charges contemplated or agreed to in this Agreement, Developer having been placed in the same position as if Developer had been fully and adequately given notice of the procedures and had opportunity to be heard pertaining to the Assessments.

Section VIII. Payment.

A. Deadlines and Amounts of Payments. Developer shall pay the Town for Total Costs billed no later than ten (10) days after the Town sends an invoice for such costs. The term "Total Costs" shall not be construed to require the Town to wait until all Total Costs have been incurred before billing Developer for any part of the Total Costs.

B. Direct Obligation of Developer. Developer is directly liable to make payment for the Costs and all other sums owed to the Town under this Agreement.

C. Relationship of Payment to Issuance of Building Permits. The Town shall not be obligated to issue any building permit for improvement of a lot if, as to Developer, Developer has failed to abide by any of the provisions of this Agreement and, as to any other lot owner, if the Assessment pertaining to the lot to be improved by such owner has not been paid in full.

Section IX. Legal Requirements & Public Responsibility.

A. Laws To Be Observed: The Town and Developer each shall at all times observe and comply with all federal, state and local laws, regulations and ordinances affecting the conduct of the work to be accomplished under this Agreement.

B. Public Protection & Safety: The Town and Developer shall each take all steps necessary to avoid damage, bodily injury or death arising out of the work whether from maintaining an "attractive nuisance" or otherwise.

C. Compliance with Environmental Laws. In all respects, except as to Work for which the Town is responsible under this Agreement, Developer shall ensure the Property is and shall remain free of Hazardous Materials, except to the extent Hazardous Materials are temporarily necessary to be on the Property for purposes of construction of the Improvements, and then only as are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the Town with copies of all environmental reports pertaining to the Property no later than ten days after receiving the same. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials.

D. Nondiscrimination. In the performance of work under this Agreement, the Town shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of race, religion, marital status, age, color, sex, sexual orientation, physical condition, disability, national origin or ancestry. The construction of the Improvements shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds. Any additional costs that may be incurred by the Town to comply with this Section X.D. shall be borne by Developer.

Section X. Insurance.

A. Insurance Required of Developer. Before the Town commences the Work, Developer shall deliver to the Town certificates of insurance, copies of endorsements, and other evidence of insurance reasonably requested by the Town, for the following coverage:

1. Comprehensive General Liability Insurance. This coverage shall be written on a commercial general liability form, and shall protect Developer from claims or damages for personal injury, including accidental death, as well as claims for property damages that may arise from operation under this Agreement, whether such operations be by Developer, any contractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the Town. The amounts of such insurance shall be not less than the following limits: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.

B. Insurance Required of Contractors. Before the Town allows any contractor to perform any of the Work, the Town may require each such contractor to deliver to the Town certificates of insurance, copies of endorsements, and other evidence of insurance reasonably requested by the Town in the types and amounts of coverage listed below, which shall be maintained for as long as any contractor is performing or is scheduled to be performing any of the Work:

1. Workers Compensation and Related Coverage. This coverage shall protect such contractor from worker compensation claims as required by state and federal workers compensation laws. The amounts of employer's

liability coverage shall be in not less than the following limits: Bodily Injury by Accident - \$100,000 per accident; Bodily Injury by Disease - \$100,000 per employee; and \$500,000 policy limit.

2. Comprehensive General Liability Insurance. This coverage shall be written on a commercial general liability form, and shall protect such contractor from claims or damages for personal injury, including accidental death, as well as claims for property damages that may arise from operations under this Agreement, whether such operations be by such contractor, any of its subcontractors, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the Town. The amounts of such insurance shall be not less than the following limits: General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000; Bodily Injury and Property Damage - \$2,000,000 per occurrence; Fire Legal Liability Damage Limit - \$100,000 per occurrence; Medical Expense Limit - \$10,000 per person.
3. Comprehensive Automobile Liability and Property Damage. This Coverage shall protect such contractor and any of its subcontractors during the performance of Work from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits: Bodily Injury - \$250,000 per person; \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.

C. General Policy Requirements. Each policy of insurance required of Developer or a contractor under this Agreement shall be written by responsible insurance companies licensed to do business in the State of Wisconsin, rated A-/VII or better in the most recent edition of Best's Insurance Reports (or the equivalent thereof if Best's Insurance Reports is no longer published), shall name the Town as an additional insured, including, as to general liability coverage, a completed operations endorsement in Form CG 20 37 07 04 or such similar form then generally in use, shall provide a minimum of 30 day notice to the Town of the intent of the insurer to cancel, limit or reduce any coverage provided, and, if possible, shall waive the right of subrogation. Developer and each contractor shall deliver to the Town certificates of insurance demonstrating full compliance with the requirements of this Section X.B, before any Work is commenced by any such contractor.

Section XI. Indemnification.

A. General Indemnification Obligation. Developer shall indemnify, defend and hold harmless the Town, its officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with (i) any breach by Developer of the terms of this Agreement; (ii) any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or (iii) any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

B. Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the Town, its agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering,

and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property in violation of this Agreement; or (b) arising from the breach of any warranty, covenant or representation of Developer to the Town or any other obligation of Developer to the Town regarding Hazardous Materials under this Agreement.

C. No Limitation on Indemnity. In any and all claims against the Town, its officers, agents and employees, by any employee of the Developer, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or any contractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

D. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the Town, which notice shall be given by the Town within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the Town unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the Town may participate in or defend or prosecute, through its own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the Town is advised in writing by its legal counsel that there is a conflict between the positions of Developer and the Town, as appropriate, in conducting the defense of such action or that there are legal defenses available to the Town different from or in addition to those available to Developer, then counsel for the Town, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the Town. Developer shall not enter into any compromise or settlement without the prior written consent of the Town, as appropriate, which consent shall not be unreasonably withheld, conditioned or delayed. The absence of a complete and general release of all claims against the Town shall be reasonable grounds for the Town to refuse to provide written consent to a compromise or settlement. The Town shall reasonably cooperate in the defense or prosecution of any claim hereunder, including the retention of and access to records and making employees and other personnel available on a mutually convenient basis to provide such information as the Town may have regarding the matter in issue and an explanation of any material provided or made available. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the Town for the reasonable fees and expenses of counsel(s) retained by the Town, and shall be bound by the results obtained by the Town; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

Section XII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the Town as follows:

A. No Material Change in Documents All contract documents and agreements pertaining to the Project and executed by Developer have been furnished to Town, are true and correct in all material respects, and have not been modified in any material way.

B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.

C. Compliance with Zoning. The Property now conforms and will conform in all respects with applicable zoning and land division laws, rules, regulations and ordinances.

D. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the Town pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

E. Licenses and Permits. Developer has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.

F. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary action by Developer and constitute valid and binding, joint and several obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

G. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

H. No Litigation. There is no litigation or proceeding pending or threatened against or, to the knowledge of Developer, affecting Developer or the Property that would materially and adversely affect the Project, the Property, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.

I. No Default. No Event of Default, or event that with the giving of notice or lapse of time or both would result in the occurrence of an Event of Default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

J. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the Town; provided, however, the Town shall have the obligation for the Work to comply with such laws, rules, regulation and ordinances. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

K. Fees or Commissions. The Town shall not be liable for any broker fees or commissions incurred by Developer in connection with the Project or any transactions contemplated by this Agreement.

Section XIII. Default.

Events of Default. Each of the following shall be an Event of Default by Developer:

- A. Failure to Make Payment. Developer fails to make any payment required and such payment continues for a period of ten (10) days from and after the date of receipt of written notice of the same; provided, a good faith dispute or a challenge of real property taxes in accordance with the prescribed process shall not be a default under this Section XIII;
- B. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of written notice from the Town; provided, however, if such cure cannot reasonably be accomplished within such thirty days and the delay in cure does not materially impair the financial interests of the Town, and if Developer promptly commences cure within the initial thirty days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days (a total of 90 days) to cure; and further provided, that, the foregoing notwithstanding, if the fail to perform involves a failure to keep in force the required insurance coverage, Developer shall have a period of three (3) business days from the earlier of the date Developer becomes aware of such failure and the date the Town gives notice of such failure to cure such failure.
- C. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- D. Fraud and Other Illicit Behavior. Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of: (1) fraud; or (2) indecent or illicit behavior that in the determination of the Town would threaten the reputation of Developer or Developer's ability to complete the Project according to the requirements of this Agreement or as anticipated;
- E. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
- F. Death. Any person included as Developer in this Agreement dies.

Section XIV. Remedies Upon Default.

- A. Available Remedies. In the event of the occurrence of an Event of Default, the Town may in its discretion:
 - 1. Termination. Terminate this Agreement by written notice to Developer;
 - 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the Town to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the Town resulting from Developer's breach;
 - 3. Specific Performance. Sue for specific performance;
 - 4. Sue for Damages. Sue for all damages caused by the Event of Default;

5. Assess. Assess the Property for the Total Costs;
6. Complete Project. Exercise its rights under any of the Assignments of Contract, or hire other contractors, and complete the Work and charge Developer and the Property all costs incurred by the Town in relation to the same;
7. Foreclosure. Foreclose to collect the outstanding Assessments.
8. Other Remedies. Pursue any other remedies available to the Town at law or in equity;
9. Interest. Collect interest on all delinquent amounts at the rate of 12% percent per annum from the date such amount was due; and
10. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the Town by virtue of the Event of Default.

B. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by the Town of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by Developer.

C. No Waiver. No delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted to the Town in this Agreement shall operate as a waiver of such rights to, or deprive the Town of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.

Section XV. Miscellaneous

A. No Personal Interest or Liability of Public Employee. No official or employee of the Town shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the Town shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the Town, or for any amount that becomes due to the Developer or its successors under this Agreement.

B. Relationship of Parties. The Town and Developer are not partners or joint venturers with Developer in the Project or otherwise. The Town's agreement to enter into contracts for the Work notwithstanding, under no circumstances shall the Town be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

C. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated (each, a "Force Majeure Event"), and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure Event may not be used to avoid an

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K. Recording of Agreement. The Town may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the Town, Developer shall execute and deliver to the Town any such Memorandum or any other document in connection with such recording.

L. Agreement Runs with the Land. When recorded, this Agreement shall run with the land and be binding on the Property irrespective of its ownership.

M. Assignment. This Agreement may not be assigned by Developer without the prior, written consent of the Town, which the Town may withhold in its sole discretion. Without waiving the foregoing, this Agreement is binding on the parties' respective successors and assigns, heirs, beneficiaries, administrators, trustees and representatives.

N. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Developer warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property. This Agreement shall have precedence and shall take priority over any other mortgage and refinancing of the same, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Agreement (or Memorandum thereof).

O. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.

P. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.

Q. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

(Signature Page for the Developer Follows)

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed effective the day and year written in the introductory paragraph to this Agreement.

TOWN OF LAWRENCE

BY: _____
Lanny Tibaldo, Town Board Chairman

BY: _____
Cindy Kocken, Town Clerk

STATE OF WISCONSIN)
) S.S.
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2023, the above named Lanny Tibaldo, the Board Chairman of the Town of Lawrence, to me known to be the Board Chairman of that town and the person who executed the foregoing instrument as the Board Chairman of that town.

*

Notary Public, Brown County, WI
My commission expires _____

STATE OF WISCONSIN)
) S.S.
COUNTY OF BROWN)

Personally came before me this _____ day of _____, 2023, the above named Cindy Kocken, the Town Clerk of the Town of Lawrence, to me known to be the Town Clerk of that town and the person who executed the foregoing instrument as the Town Clerk of that town.

*

Notary Public, Brown County, WI
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION (OR PRELIMINARY PLAT) OF PROPERTY

EXHIBIT B THE WORK

A. The Improvements.

All in accordance with the approved Plat and the Plans and Specifications, the Town will complete the improvements below:

A. Roads and Streets.

1. Furnish, construct, grade and surface all roads and streets.
 - a. Phase I: Gravel Grade, Curb & Gutter and Lower Layer Asphalt by: July 1, 2023.
 - b. Phase II: Upper Layer Asphalt (completion within two years after July 1, 2025, or upon occupancy granted for 80% of lots). Upper layer asphalt to be completed by Town and paid by the Developer.
 - c. Date adjustments may be allowed by mutual agreement of the two parties for circumstances not controlled by the Town such as weather.

B. Curb and Gutter.

1. Furnish, construct and install curb and gutter.
2. Backfill all curbs shall be to the height of the curb.
3. Install topsoil and seeding from curb to lot line.

C. Sanitary Sewer.

1. Furnish, construct, install, and provide a complete sewerage system throughout the Property.
2. Install into each lot separate sanitary sewer laterals ten (10) feet beyond the property line of each lot.
3. Construct the sanitary sewer system in compliance with DNR requirements and Town specifications on file, as determined by tests performed by or on behalf of the Town after installation of the sewer system.

D. Water.

1. Furnish, construct, install, and provide a complete water distribution system throughout the Property.
2. Install into each lot a separate water lateral ten (10) feet beyond the property line of each lot.
2. Construct the water distribution system in compliance with DNR requirements and Town specifications on file, as determined by tests performed by or on behalf of the Town after installation of the water distribution system.

E. Surface Water Drainage.

1. Cause to be prepared a master drainage plan.
2. Furnish, construct, install and provide facilities for storm and surface water drainage throughout the Property, in accordance with the Town-wide stormwater management plan.
3. Install separate storm sewer laterals into each lot ten (10) feet beyond the property line of each lot.
4. Construct the storm and surface water drainage facilities in compliance with Town specifications on file, as determined by tests performed by or on behalf of the Town after installation of the storm and surface water drainage facilities.
5. Construct storm water management devices as necessary to comply with Town requirements for water quality and peak flow control.

F. Drainage Swales and Ditches

Complete rough grading, finish grading, top soil and seeding along all primary drainage swales and ditches in the Property.

G. Landscaping Restoration.

1. Preserve to the maximum extent possible existing trees, shrubbery, vines and grasses not actually lying in public roadways, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths, and trails by use of sound conservation practices.
2. Remove and dispose of all destroyed trees, brush, tree trunks, shrubs, other natural growth and all rubbish.
3. Properly restore all disturbed areas in accordance with the Town's standard specifications and the erosion control plan.
4. Provide a growth of grass and warranty for washouts.
5. Provide topsoil, seed, fertilizer and mulch for primary drainage swales and ditches and seed fertilizer.

H. Sidewalks.

- a. No sidewalks are to be included on this project.

I.. Streetlights.

- a. Furnish and install one (1) street lights with fiberglass pole at the following locations and/or intersections on the Property: end of cul de sac between Lots 1 and 2.

B. Miscellaneous Services.

- a. In preparation for or in conjunction with construction of the Improvements, the Town will:
1. Survey Monuments. Properly place and install all survey or other monuments required by statute and ordinance.
 2. Drainage Plan. Determine the finished grade at each lot corner and the recommended finished grade (assumed 4-inch below top of foundation).
 3. Compliance with Ordinances and Statutes. Comply with the requirements and provisions of all applicable Town ordinances and state statutes.
 4. Locates for Laterals or other Improvements. If locates are necessary for any reason prior to final acceptance, provide the field locates of utilities (such as laterals).
 5. Record Drawings. Cause to be prepared two copies of record drawings, including drawings in Auto/CAD digital format, of the sanitary sewer, water main and storm sewer improvements showing location of all the appurtenances and features of the systems as required by the standard specifications.
 6. Engineering Services. Provide On-Site Representative Services provided by the Town's Engineers as deemed necessary and appropriate by the Town in consultation with the Developer.

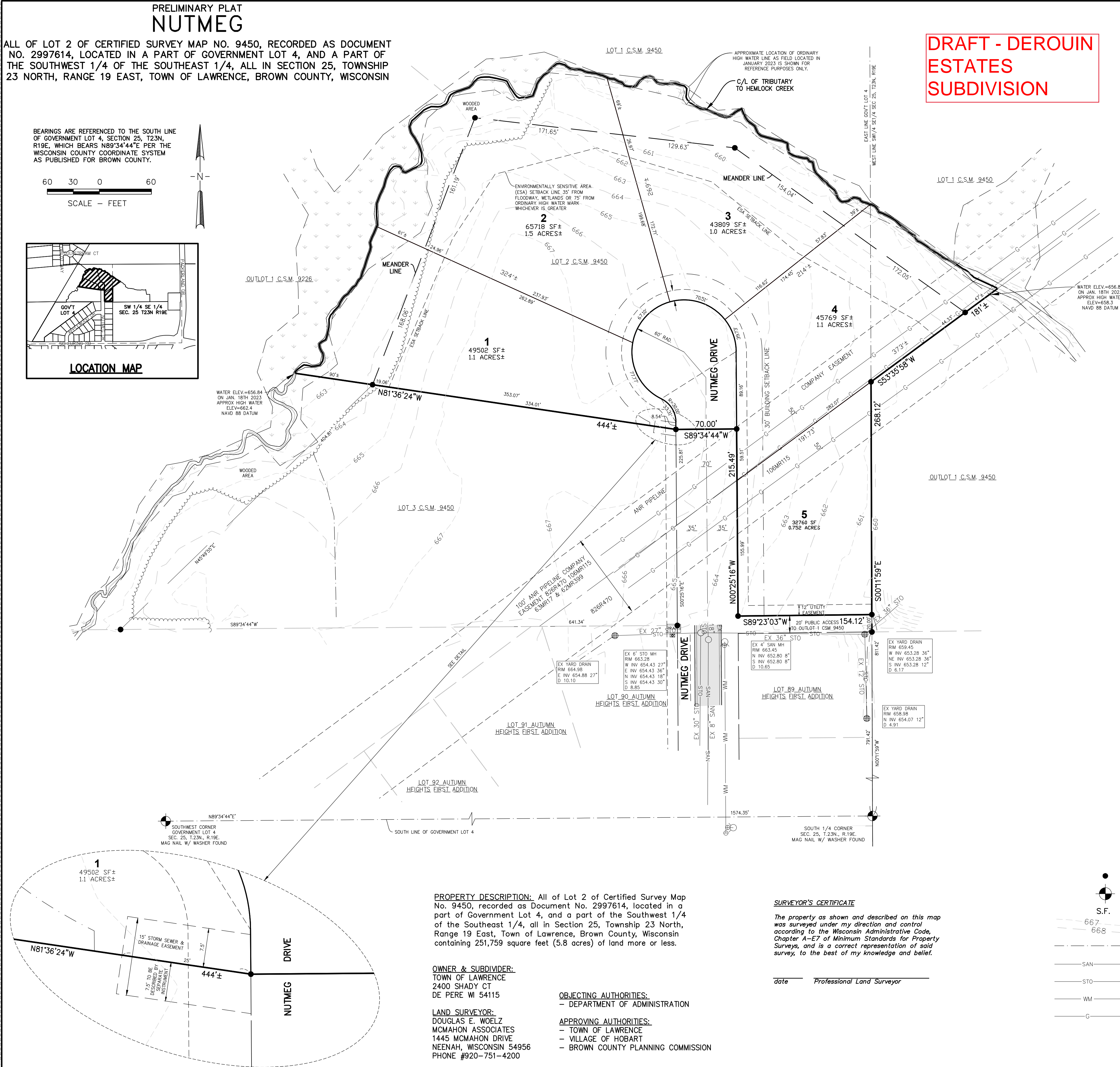
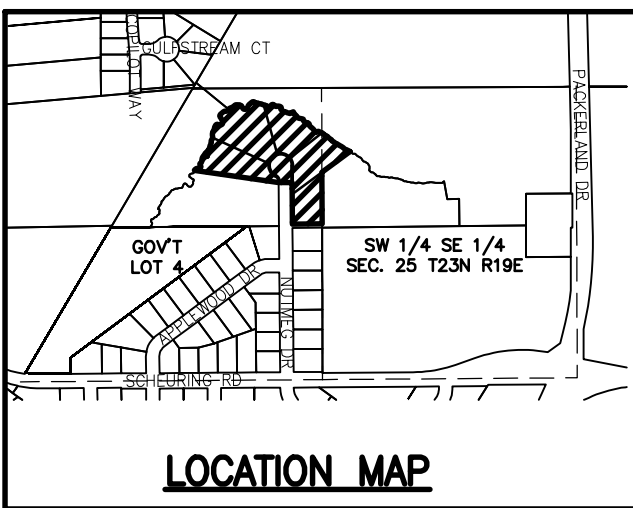
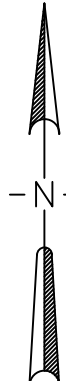
EXHIBIT C
COSTS AND ASSESSMENT METHODOLOGY

EXHIBIT D
PLANS AND SPECIFICATIONS

PRELIMINARY PLAT
NUTMEG

ALL OF LOT 2 OF CERTIFIED SURVEY MAP NO. 9450, RECORDED AS DOCUMENT NO. 2997614, LOCATED IN A PART OF GOVERNMENT LOT 4, AND A PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF GOVERNMENT LOT 4, SECTION 25, T23N, R19E, WHICH BEARS N89°34'44"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR BROWN COUNTY.



**DRAFT - DEROUIN
ESTATES
SUBDIVISION**

NOTES

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 1, 2, 3, 4 & 5 PRIOR TO CONSTRUCTION, FILL, EXCAVATION, OR GRADING ACTIVITY WITHIN 300 FEET OF THE ORDINARY HIGH WATER MARK (OHWM) OF NAVIGABLE RIVERS OR STREAMS, OR TO THE LANDWARD SIDE OF THE FLOODPLAIN, WHICHEVER IS GREATER, AND/OR 1000' OF THE OHWM OF NAVIGABLE LAKES, PONDS, OR FLOWAGES.

LOTS 1, 2, 3, AND 4 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

THE WDNR SURFACE WATER VIEWER MAP IDENTIFIES WETLAND INDICATOR SOIL TYPES WITHIN THE SUBJECT PROPERTY. DUE TO WETLANDS INDICATOR SOILS, AND/OR WATERWAYS WITHIN THE SUBJECT PROPERTY, COORDINATE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES REGARDING POTENTIAL PROTECTIVE AREAS.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION, OR INSTALLATION-RELATED ACTIVITIES.

THE SUBJECT PROPERTY LIES WITHIN AIRPORT ZONING DISTRICTS "B" & "C".

THE AUSTIN STRAUBEL INTERNATIONAL AIRPORT DIRECTOR SHALL BE CONTACTED FOR REVIEW AND APPROVAL PRIOR TO ANY DEVELOPMENT AND LAND DISTURBING ACTIVITIES WITHIN AIRPORT ZONING DISTRICTS.

THIS PROPERTY IS CURRENTLY ZONED: AG – FP: AGRICULTURAL FARMLAND PRESERVATION

PROPOSED ZONING: R-1 RESIDENTIAL DISTRICT

FRONTYARD BUILDING SETBACKS TO BE 30 FEET

TOTAL AREA OF DEVELOPMENT = 5.8 ACRES MORE OR LESS

DEDICATED STREET AREA = 0.3 ACRES

TOTAL SINGLE FAMILY LOTS = 5

AVERAGE LOT SIZE = 47,511 S.F.±

SMALLEST LOT SIZE = 52,700 S.F.

ALL ROADS ARE DEDICATED TO THE PUBLIC.

PLANNED MUNICIPAL IMPROVEMENTS TO INCLUDE UTILITIES SUCH AS STORM SEWER, SANITARY SEWER, WATER MAIN, ASPHALT STREETS WITH CONCRETE CURB & GUTTER.

ELEVATIONS AS SHOWN ON THIS PLAN ARE REFERENCED TO PREVIOUS PROJECTS WITHIN THIS AREA. NAVD 88 DATUM (07 ADJUSTMENT).

THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER MARK SHALL BE THE POINT ON THE BANK OF THE NAVIGABLE STREAM UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER RECOGNIZED CHARACTERISTICS.

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

ESA RESTRICTIVE COVENANT:

LOTS 1, 2, 3 & 4 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THIS INCLUDES WETLANDS, ALL LAND WITHIN 35 FEET OF WETLANDS 2 ACRES OR GREATER, FLOODWAY, ALL LAND WITHIN 35 FEET OF THE FLOODWAY OR 75 FEET BEYOND THE ORDINARY HIGH WATER MARK, WHICHEVER IS GREATER, AND NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.

LOT DRAINAGE RESTRICTIVE COVENANT:
THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

WDNR NOTES:
THE PARCEL HAS MAPPED WETLANDS AND/OR WETLAND INDICATOR SOILS PRESENT. IF THE CURRENT OR FUTURE LANDOWNER HAS PLANS FOR LAND DISTURBANCE, CONSTRUCTION WORK, GRADING/FILLING, ETC., THE FIRST STEP IS FOR THE LANDOWNER TO HIRE A WETLAND PROFESSIONAL TO REVIEW THE AREA FOR THE PRESENCE OF WETLANDS. A PROJECT THAT RESULTS IN FILLING OF WETLANDS (THROUGH LAND DISTURBING ACTIVITIES) WILL NEED TO COMPLY WITH WETLAND REGULATIONS. FOR MORE INFORMATION ON WETLANDS, PLEASE VISIT HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/CONSTRUCTION/WETLANDS.HTML.















A PUBLIC (NAVIGABLE) WATERWAY MAY EXIST ON/WITHIN 500 FT OF THE PROPERTY. PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE ON WETLAND/WATERWAY ACTIVITIES AT [HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/](http://DNR.WI.GOV/TOPIC/WATERWAYS/).

FOR PLANNED LAND DISTURBANCES OVER 1 ACRE, PLEASE VISIT [HTTP://DNR.WI.GOV/TOPIC/STORMWATER/](http://DNR.WI.GOV/TOPIC/STORMWATER/) TO LEARN IF YOU NEED A STORM WATER CONSTRUCTION SITE PERMIT.

FOR FEDERAL WETLAND REGULATIONS, PLEASE CONTACT THE ARMY CORPS OF ENGINEERS AT 920-448-2824 TO LEARN IF A FEDERAL WETLAND APPROVAL IS REQUIRED FOR SITE DEVELOPMENT.

GENERALLY SPEAKING, STATE PERMITS MAY BE REQUIRED FOR PROPOSED PROJECTS IN/AROUND A PUBLIC WATERWAY. FOR MORE INFORMATION ON WATERWAY ACTIVITIES, PLEASE VISIT THE DEPARTMENT'S HOMEPAGE ON WETLAND/WATERWAY ACTIVITIES AT [HTTP://DNR.WI.GOV/TOPIC/WATERWAYS/](http://DNR.WI.GOV/TOPIC/WATERWAYS/).

LEGEND

- | | | | |
|---|--------------------------------------|---|---|
|  | — 1" I.D. IRON PIPE FOUND |  | — EXISTING SANITARY/STORM SEWER MANHOLE |
|  | — CERTIFIED LAND CORNER BROWN COUNTY |  | — EXISTING STORM YARD DRAIN |
| S.F. | — SQUARE FEET |  | — EXISTING HYDRANT |
|  | — EXISTING CONTOURS |  | — EXISTING WATER VALVE |
|  | — EXISTING DITCH |  | — EXISTING UTILITY PEDESTAL |
| — SAN — | — EXISTING SANITARY SEWER PIPE |  | — EXISTING TRANSFORMER |
| — STO — | — EXISTING STORM SEWER PIPE |  | — CONCRETE CURB & GUTTER |
| — WM — | — EXISTING WATER MAIN PIPE |  | — WETLANDS AS DELINEATED BY STACY CAPLAN OF MCMAHON ASSOCIATES |
| — G — | — EXISTING GAS MAIN |  | — ASPHALT PAVEMENT |
| | |  | — LIMITS OF WOODED AREA |

McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMahon Drive NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Phone 920.751.4200 FX 920.751.4284 MCMGRP.COM

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| NO. | DATE | REVISION |
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TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN
PRELIMINARY PLAT

| | |
|-------------------|-------|
| SURVEYED | DRAWN |
| DEW | MJA |
| PROJECT NO. | |
| L0017 09-22-00688 | |
| DATE | |
| FEBRUARY, 2023 | |
| SHEET NO. | |
| 01 | |

EXHIBIT - COSTS AND ASSESSMENT METHODOLOGY
NUTMEG DRIVE STREET AND UTILITY CONSTRUCTION PROJECT
DEROUIN ESTATES SUBDIVISION (Parcel L-161-1) and C&L WAGNER LOT (Parcel L-161-1-1)

| Advance Construction Inc. Base Bid | | | | | |
|------------------------------------|---|------|----------|-------------|-------------|
| Line Item | Item Description | UofM | Quantity | Unit Price | Extension |
| 1 | 8 Inch Sanitary Sewer | L.F. | 328 | \$52.50 | \$17,220.00 |
| 2 | 4 Inch Sanitary Lateral | L.F. | 365 | \$30.00 | \$10,950.00 |
| 3 | 4 Foot Diameter Sanitary Manhole | V.F. | 11.04 | \$419.00 | \$4,625.76 |
| 4 | 8 Inch Water Main | L.F. | 350 | \$62.00 | \$21,700.00 |
| 5 | 6 Inch Water Main | L.F. | 5 | \$42.00 | \$210.00 |
| 6 | 6 Inch Resilient Wedge Gate Valve | Ea. | 1 | \$1,837.00 | \$1,837.00 |
| 7 | Relocate Hydrant Reducer and Lead | Ea. | 1 | \$1,500.00 | \$1,500.00 |
| 8 | 2 Inch Poly Water Service | L.F. | 65 | \$23.50 | \$1,527.50 |
| 9 | 1 Inch Poly Water Service | L.F. | 303 | \$17.00 | \$5,151.00 |
| 10 | 2 Inch Water Service Set | Ea. | 1 | \$1,470.00 | \$1,470.00 |
| 11 | 1 Inch Water Service Set | Ea. | 5 | \$729.00 | \$3,645.00 |
| 12 | 18 Inch Storm Sewer | L.F. | 222 | \$60.00 | \$13,320.00 |
| 13 | 15 Inch Storm Sewer | L.F. | 134 | \$35.00 | \$4,690.00 |
| 14 | 12 Inch Storm Sewer | L.F. | 50 | \$32.00 | \$1,600.00 |
| 15 | 8 Inch Storm Sewer | L.F. | 5 | \$41.00 | \$205.00 |
| 16 | 4 Inch Storm Lateral | L.F. | 277 | \$23.00 | \$6,371.00 |
| 17 | Inlet | Ea. | 2 | \$2,600.00 | \$5,200.00 |
| 18 | Yard Drain | Ea. | 1 | \$2,263.00 | \$2,263.00 |
| 19 | Inlet Protection | Ea. | 7 | \$60.00 | \$420.00 |
| 20 | 48 Inch Diameter Storm Manhole | V.F. | 11.7 | \$314.00 | \$3,673.80 |
| 21 | Roadway Excavation (Estimated 800 C.Y.) | L.S. | 1 | \$9,860.00 | \$9,860.00 |
| 22 | 2 Inch Asphaltic Pavement, Lower Layer (4 LT 58-285) | TON | 153 | \$99.00 | \$15,147.00 |
| 23 | Asphaltic Pavement Density Testing | Ea. | 2 | \$155.00 | \$310.00 |
| 24 | Base Aggregate Dense, 1-1/4 Inch (1,700 S.Y.) | TON | 557 | \$17.05 | \$9,496.85 |
| 25 | Base Aggregate Dense, 3 Inch (1,700 S.Y.) | TON | 836 | \$15.80 | \$13,208.80 |
| 26 | Excavation Below Subgrade (EBS) and Replacement with Breaker Run | C.Y. | 100 | \$38.00 | \$3,800.00 |
| 27 | Concrete Curb and Gutter 30 Inch | L.F. | 775 | \$24.80 | \$19,220.00 |
| 28 | Silt Fence | L.F. | 1600 | \$1.50 | \$2,400.00 |
| 29 | Terrace Restoration (Topsoil, Seed, Fertilizer, Mulch) in Right-of-Way (Estimated 1,700 S.Y.) | L.S. | 1 | \$10,306.00 | \$10,306.00 |
| 30 | Grading and Restoration (12 Feet Beyond Right-of-Way) for Utility Easement (Estimated 1,150 S.Y.) | L.S. | 1 | \$2,442.00 | \$2,442.00 |
| 31 | Internal Lot Restoration with Alfalfa Mix (65 Feet Past Utility Easement) | Ac. | 1.4 | \$1,610.00 | \$2,254.00 |
| 32 | Pothole (Gas Locate) | Ea. | 3 | \$500.00 | \$1,500.00 |

Base Bid Total: \$197,523.71

Engineering & Contingency - 20% \$39,504.74

Total for Special Assessments \$237,028.45

Assessment Per Lot (6 lots) \$39,504.74

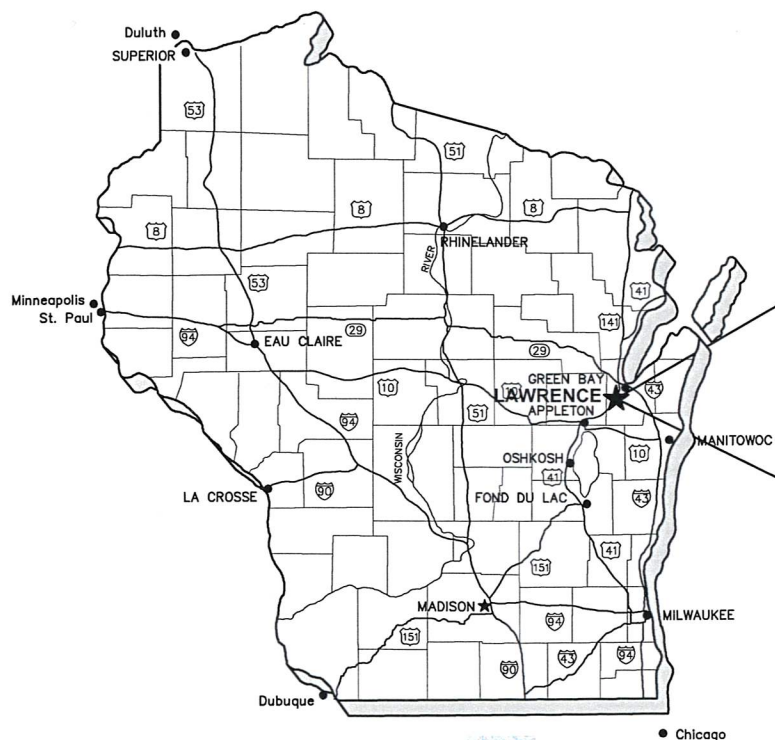
Proposed Special Assessments

Derouin Estates Subdivision \$197,523.71
L-161-1 five lots

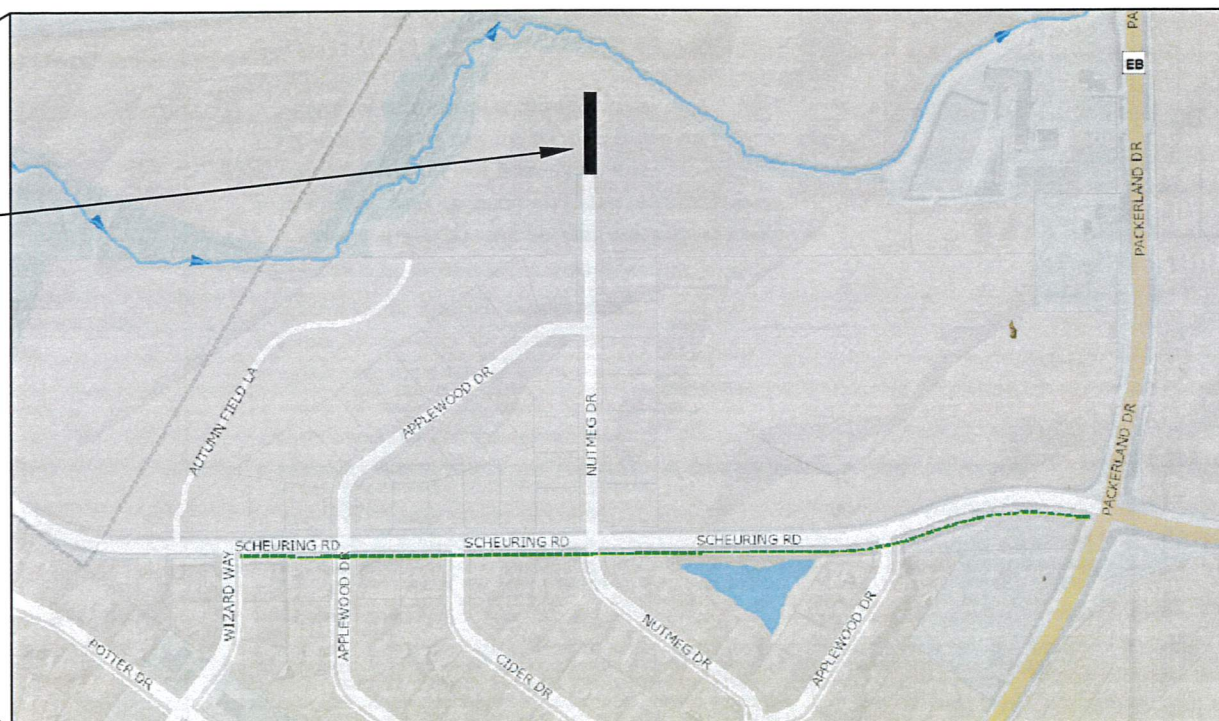
Colin & Lindsay Wagner Lot \$39,504.74
L-161-1-1

NUTMEG DRIVE STREET & UTILITY CONSTRUCTION TOWN OF LAWRENCE

BROWN COUNTY, WISCONSIN
MCM # L0017-09-22-00688



PROJECT
LOCATION



CONTACT INFORMATION

ASAAB (TELEPHONE)
PERSON
WI 54301

PUBLIC SERVICE (WPS)
HENKELMANN (GAS/ELECTRIC)
HLAND AV / P.O. BOX 19001
WI 54307-9001

N (CABLE)
INATION DRIVE
WI 54915

KCREST DRIVE
WI 54107
7497
if@tcenergy.com

TOWN CONTACT

TOWN OF LAWRENCE
KURT MINTEN
2400 SHADY COURT
DE PERE, WI 54115

DESIGN CONTACT

McMAHON
MATT GREELY
1445 McMAHON DRIVE
NEENAH, WI 54956
(920) 751-4200
mgreely@mcmgrp.com



Dial 811 or (800) 242-8511
www.DiggersHotline.com



Matthew J. Greely

McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

SHEET INDEX

- 01 ABBREVIATIONS, SYMBOLS & NOTES
- 02 SURVEY CONTROL
- 03 DRAINAGE/EROSION CONTROL PLAN
- 04 NUTMEG DRIVE
- D1-D4 MISCELLANEOUS DETAILS

DATE
MARCH 2023
PROJECT NO.
L0017-09-22-00688

**TOWN OF LAWRENCE
RESOLUTION #2023-005**

AUTHORIZING AND APPROVING THE SALE OF LAND TO ROC BUILDING SOLUTIONS LLC;
PARCEL L-161-1, APPROXIMATELY 5.779 ACRES, AND DEVELOPMENT AGREEMENT

WHEREAS, the Town currently owns land on Nutmeg Dr, specifically Tax Parcel L-161-1, (the “Property”); and

WHEREAS, ROC Building Solutions, LLC (hereafter, the “Buyer”) desires to purchase the property, and

WHEREAS, buyer desires the property for the purposes of constructing single family residential homes as stipulated in proposed Development Agreement for Derouin Estates Subdivision, and:

WHEREAS, Town administration, with review and input from the Town Board of Supervisors, has negotiated terms of sale of the Property that are set forth in a certain Vacant Land Offer to Purchase and Addendum A thereto, copies of which are attached hereto and marked Exhibit “A” (together, the “Offer”); and

WHEREAS, the sale of the Property to Buyer is conditioned upon the acceptance and attainment of all necessary Town approvals prior to closing; and

WHEREAS, the Property is located in Town of Lawrence Tax Incremental District #2; and

WHEREAS, the Offer has been presented to the Town for review and consideration; and

WHEREAS, a development agreement between the buyer and the Town is required prior to any infrastructure construction or development activities progressing, and

WHEREAS, we have reviewed the Offer and proposed Development Agreement in its entirety;

NOW THEREFORE BE IT RESOLVED by the Town Board of the Town of Lawrence, that it is in the best interests of the Town to accept the Offer according to its terms.

FURTHER RESOLVED, that the Town Chairman and Town Administrator, to wit: Lanny Tibaldo and Patrick Wetzel, respectively, are jointly authorized and directed to forthwith execute and deliver the Offer to the Buyer or its representative and authorized to execute the Derouin Estates Development Agreement.

FURTHER RESOLVED, that the Town Chairman and Town Administrator are jointly authorized to determine whether all conditions of the sale are satisfied and upon that determination, to execute and deliver to the Buyer, the title company handling the closing of the purchase of the Property and any other person or entity to whom delivery of closing documents may be appropriate, all documents pertaining to the conveyance of the Property on terms acceptable to the Town Chairman and Town Administrator in their discretion, and all documents required to accomplish the purposes of the sale of the Property, the signatures of the Town Chairman and Town Administrator on any such documents to be conclusive evidence that they deemed the same to be in the best interests of the Town.

FURTHER RESOLVED, that any actions of either the Town Chairman or the Town Administrator taken jointly or severally by them, that would have been authorized either jointly or severally by the foregoing resolutions, but for the fact the same were taken before the execution of this Resolution, be and hereby are ratified and approved in all respects.

Approved and adopted by the members of the Town Board of the Town of Lawrence, Brown County, State of Wisconsin this 8th day of May, 2023

Vote: ____-Aye
 ____-Nay

Town of Lawrence

Dr. Lanny J. Tibaldo, Town Chairperson

Attest:

Cindy Kocken, Town Clerk-Treasurer



Agenda Item Review

Meeting Date: 5/8/2023

Agenda Item#: 14

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Consideration of Special Assessment Agreement – C&L Wagner – Parcel L-161-1-1**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes, special assessment agreement
2. Is it Currently Budgeted? Yes

Item History

As part of the Nutmeg Drive extension project, and in concert with a development agreement proposed for Derouin Estates with ROC Building Solutions, the special assessments for water, sewer, roads, etc. are estimated to be \$39,504.74 per lot, to be recouped over 6 lots.

Colin & Lindsay Wagner own one of the lots adjacent to the proposed Derouin Estates and intend to build in the future and connect to Town utilities.

With the Nutmeg Drive construction project bid and awarded to Advance Construction, and a development agreement considered with ROC Building Solutions for 5 lots at \$39,504.74 each, an assessment agreement with the Wagners will allow for the Town to place the anticipated special assessment on their benefitting property.

The special assessment would defer in similar fashion to our recent special assessments in the Town where the property owner has not requested the services specifically and does not intend to connect immediately to Town water/sewer. We've deferred any special assessment up to 10 years without interest, or until such time as: 10 years passes, property connects to water/sewer or the property is sold. Any of these 3 items will trigger the special assessment to become due at that particular point in time.

Electric and Natural gas have been applied for to WPS in order to gather estimated costs. It is likely that it would make sense for the Town to contract for this installation and include costs in the assessment formula for this lot and the 5 Derouin Estates lots, in addition to the Town infrastructure project costs. This special assessment agreement is to address the Town construction project, with the electric/gas costs to be considered separately in future.

Recommended Action:

Recommend approval of special assessment agreement with Colin & Lindsay Wagner for Parcel L-161-1-1.



2400 Shady Court
De Pere, WI 54115

Phone: (920) 336-9131
Fax: (920) 336-9193

April 24, 2023

In consideration of the construction by the Town of Lawrence, Brown County, Wisconsin, of the following proposed public improvement, described as:

Nutmeg Drive Street & Utility Construction project, specifically along 225.81' of frontage on east boundary of Tax Parcel L-161-1-1.

We, the undersigned, hereby acknowledge that this improvement will benefit our below-described property in the Town of Lawrence and consent to the levying of special assessments against our premises under sec. 66.0703, Wis. Stats. for the proposed share of total costs of this improvement.

In accordance with sec. 66.0703(7)(b), Wis. Stats., we hereby waive all special assessment notices and hearings required by sec. 66.0703, Wis. Stats., and we further agree and acknowledge that the benefit to our property from the construction of this improvement is as follows:

| PARCEL ID | OWNER | | COST/ |
|-----------|-----------------------------------|---|-------------|
| L-161-1-1 | Colin & Lindsay Wagner | Nutmeg Dr Street & Utility Construction | \$39,504.74 |

We agree that the special assessment will be deferred for up to 10 years with ___ interest until such time as one of the following occurs, at which the special assessment will become due:

- 10 years
- Connection to Town Water/Sewer Infrastructure
- Sale of Tax Parcel L-161-1-1

Signature of Owner(s) _____ *Date* _____



Agenda Item Review

Meeting Date: 5/8/2023
Agenda Item#: 15, 16, 17, 18 & 19

TOWN OF LAWRENCE BOARD MEETING STAFF REPORT

REPORT TO: Dr. Lanny Tibaldo, Town Board Chairman, Town Board
REPORT FROM: Patrick Wetzel, Town Administrator
AGENDA ITEM: **Status report on multiple items for review**

FISCAL IMPACT:

1. Is there A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes, working through it.

Item History

Consider Resolution – Town financing for Nutmeg Dr Street/Utility Construction:

- We've inquired with the state trust fund loan program in order to obtain financing for the Nutmeg Drive construction expansion project, which would be special assessed to Derouin Estates and the Wagner residential lot.
- Typically, we will receive paper copies of documents from the state in time to get on agenda for Town Board review. Will have this, if available, for Town Board meeting.

Consider Ordinance 2023-002 – Amend Municipal Court Ordinance:

- The Town updated the intergovernmental agreement with Hobart concerning administration and operations of the joint municipal court between the two communities, back in 2013.
- This agreement stipulates that both the Town and Village of Hobart will have adopted the same joint ordinance. It does not yet appear that we can find where the Town updated the municipal court/judge ordinance since this agreement with Hobart.
- Will be looking at adopting ordinance similar/same as Hobart, as per our 2013 intergovernmental agreement.

Consideration of Simplified Water Rate Case – PSC:

- We've authorized a full water rate study to analyze and reconsider our water rates, which have remained relatively stable for the last 8-10 years.
- The full rate case and PSC rate application process may take up to one year before any implementation.
- The PSC allows for an express 3% water rate increase every year. This year, due to inflationary pressures, the PSC is allowing up to an 8% rate increase as part of the simplified rate case, which is great news for our infrastructure planning and cash flow.

Consideration to waive right of first refusal on property L-651, YellowBriar, for Robinson

- As mentioned previously, the Town had applied rights of first refusal on nearly all industrial land in the Scheuring Rd corridor.
- Robinson request a zoning change for this property, and it appeared it would fail based on 6-0 PZ motion not in favor.
- Robinson may still pursue the purchase of property, currently zoned B-1, in which case we would still consider waiving the right of first refusal on this property.

Consideration to implement Town room tax and short term rental ordinances:

- Will discuss the room tax proposal to join V-Wrightstown and T-Scott in a room tax commission, from prior Town Board discussion this winter/spring.
- We'll need more discussion and thoughts on regulating short term rentals, for ordinance.

Recommended Action:

Review items FYI

**SECOND HOBART-LAWRENCE
INTERGOVERNMENTAL
MUNICIPAL COURT AGREEMENT**

This agreement, by and between the Village of Hobart, a political subdivision of the State of Wisconsin, Brown County; and the Town of Lawrence, a political subdivision of the State of Wisconsin, Brown County, is entered into pursuant to the authority of §755.01, Wis. Stats., and §66.0313, Wis. Stats., and is agreed to as follows:

WHEREAS, by separate agreement the Village of Hobart and Town of Lawrence have created a joint police department; and

WHEREAS, §755.01(4), Wis. Stats., and §66.0313, Wis. Stats., permit two or more municipalities to jointly exercise municipal court powers;

NOW, THEREFORE, the Village of Hobart and the Town of Lawrence, in consideration of mutual promises, covenants, conditions and obligations as set forth herein, do enter into this intergovernmental cooperation agreement as follows:

1. The Village of Hobart and the Town of Lawrence have enacted and shall maintain joint ordinances pursuant to §755.01(4), Wis. Stats., to create the municipal court for the Village of Hobart and the Town of Lawrence. The municipal court shall be known as the Hobart-Lawrence Municipal Court and shall be located at the Hobart Village Office. Space to conduct court proceedings shall be provided without cost to the court. Election and the term of municipal judge shall be as enacted by the Village of Hobart and the Town of Lawrence in the joint ordinance, a copy of which is attached hereto and incorporated herein by reference.

2. Budget, Finance and Ownership of Assets.

(a) Prior to the execution of this agreement and by November 1 of each succeeding year, the Village of Hobart and Town of Lawrence shall jointly prepare a total operation budget for the succeeding year for the Hobart-Lawrence Municipal Court. The proposed budget shall designate capital expenditures and operational expenditures. The Village and Town shall then prepare its own budget incorporating the costs of the Hobart-Lawrence Municipal Court, as hereinafter set forth. The Village of Hobart shall make all expenditures based upon the joint budgets of the Village of Hobart and the Town of Lawrence, and shall be reimbursed by the Town of Lawrence as hereinafter provided. No expenditures shall be made for the Hobart-Lawrence Municipal Court until the budgets of both elected Boards, incorporating expenses for the Municipal Court, have been approved by the respective elected Boards.

(b) Operational costs for the joint municipal court shall be shared by the Village of Hobart and the Town of Lawrence. The Village of Hobart shall pay 66.67% of the municipal court's operational costs. The Town of Lawrence shall pay 33.33% of the municipal court's operational costs. This allocation

of costs shall remain in effect unless changed by an amendment to this agreement.

- (c) Any and all capital outlay for or on behalf of the municipal court shall be purchased and owned jointly by the Village and the Town. The cost share for capital outlays on behalf of the municipal court shall be 50% Village and 50% Town. In the event of termination of this agreement, the capital outlay of the municipal court shall be equitably divided between the Village and Town, based upon the then value of the capital outlay, and the prior contributions to the purchase of that capital outlay by the Village of Hobart and the Town of Lawrence.
- (d) The Village of Hobart shall serve as the fiscal agent for the municipal court and shall make all disbursements relating to the municipal court. Monthly, the Village of Hobart shall provide a statement to the Town of Lawrence for its share of the costs, which statement shall be paid within thirty (30) days. The Village of Hobart shall provide a financial statement regarding the municipal court to the Town of Lawrence on a yearly basis.
- (e) All revenues generated by the municipal court shall be distributed to the Village and Town, based on the allocation of expenses set forth above. Revenue will be distributed monthly to the Town of Lawrence.

3. Termination of Agreement.

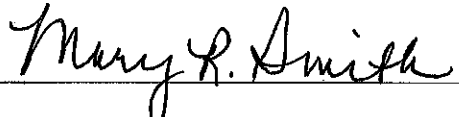
This agreement shall become effective upon approval and signing of both parties, and shall remain in effect until terminated by either party, by written notice. The said written notice of termination by either party shall be received by the other party not less than 730 days prior to the desired termination date; however, no party shall be allowed to give notice of termination of this Agreement within the first 3 years following the effective date of this Agreement.

Dated this 4th day of June, 2013

VILLAGE OF HOBART



Richard R. Heidel, Village President

ATTEST:

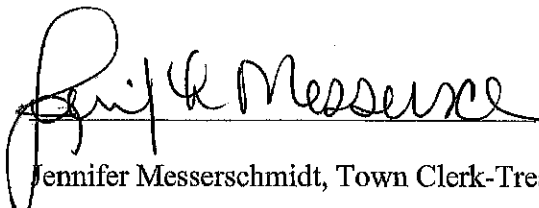

Mary Smith, Village Clerk-Treasurer



TOWN OF LAWRENCE

By 
John Klasen, Town Chairman

ATTEST:


Jennifer Messerschmidt, Town Clerk-Treasurer

